

THERMORY
CERTIFICATE of WARRANTY
(Thermory ® Ash Outdoor Decking and Cladding Products)

1. **LIMITED WARRANTY**

- 1.1 Limited Warranty. On terms and conditions provided in this Certificate of Warranty, Thermory AS (**Thermory**) warrants that the Products, as defined herein, are produced to the specifications described in the Product Data Sheets as issued by Thermory and as valid at the time of the first purchase of the Product from Thermory or its authorized distributors. The Product Data Sheets are available on the Thermory website [www.thermory.com].
- 1.2 Products. This warranty is applicable to the **Thermory ® Ash Decking and Cladding Collection products** which have been branded, exposed to the market and sold to the customer as Thermory ® products.
- 1.3 Exclusivity. This warranty is exclusive to the first purchasers of and the owner of any structure on which the Products are installed as evidenced by the original purchase document of the Product, such as the invoice and/or packing list. Original purchase documents shall be considered to be valid only if these clearly state that Thermory ® products were purchased.
- 1.4 Warranty Period. The warranty period shall be 20 years starting from the first purchase date (the **Warranty Period**).
- 1.5 Exhaustive Terms. The statements in this Warranty constitute the only warranty given by Thermory and all other express or implied warranties, incl. warranties of merchantability or fitness for a particular purpose (unless in case of such specific warranties, which arise from applicable product warranty laws and which cannot be validly excluded) are expressly excluded from the scope of this Warranty.
- 1.6 Geographical Coverage. This Warranty applies to Products purchased, installed and/or used in USA and Canada.

2. **DAMAGE COVERED BY WARRANTY**

- 2.1 Structural Damage. This warranty covers the structural damage (decay) of the Product which occurs within the Warranty Period and is caused by soft-rot fungi and the wood destroying fungi in excess of the parameters described in the applicable Product Data Sheet.
- 2.2 Suitability (Owner's Risk). Thermory shall under no circumstances warrant or guarantee that Product is suitable for the purchaser's desired artistic design or final visual appearance as installed. The purchaser shall assess the artistic or visual suitability of the Products at its own risk.

3. **REMEDY**

- 3.1 Substitution or Compensation. Thermory shall, at its own discretion, either replace(re-deliver) or compensate the cost of Products subject to damage covered by this Warranty
- 3.2 Limitation of Liability: Amount. The liability of Thermory in case of compensation shall be limited to the original invoice amount of the Products subject to compensation.

3.3 Limitation of Liability: Aging of the Product. Thermory's obligation to replace or compensate the Damaged Products shall be limited according to the aging of the products as follows:

Time from Purchase:	Proportion of the Purchase Price Compensated (up to):
Up to 5 years	90%
6 to 10 years	60%
11 to 15 years	30%
16 up to 20 years	10%

3.4 Limitation of Liability: Damage. Thermory shall not be liable for any incidental, economic, exemplary, special, punitive or consequential damages, whether direct or indirect, howsoever arising.

4. **EXCLUDED DAMAGE**

4.1 Excluded Damage. This Warranty shall not apply in case of damage to the Products caused by or occurring in the following circumstances:

- 4.1.1 Normal wear and tear, incl. natural color change due to normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any colored or wood surface to gradually fade, chalk or accumulate dirt or stains);
- 4.1.2 Use of Products beyond normal use or in an application not recommended or permitted by Thermory's instructions or manuals, applicable laws or building codes;
- 4.1.3 Incompliant storage, handling or transportation of the Products;
- 4.1.4 Improper installation of Products and/or failure to abide by Thermory's instructions and applicable laws, or building codes, including, but not limited to, improper structural support or fastening;
- 4.1.5 Use of clips, fasteners or other accessories for installation of the Products, which are not provided by or confirmed as compliant by Thermory;
- 4.1.6 Damage caused by incorrect architectural or construction design, work processes, negligence, carelessness or unqualified or substandard workmanship during or after the installation works of the Products or any subsequent works at the installation site of the Products;
- 4.1.7 Alterations or reprocessing of the Products;
- 4.1.8 Impact from falling objects or excessive wind load;
- 4.1.9 Installation of Products closer than 4" above ground, above stagnant water or without sufficient ventilation;
- 4.1.10 Natural disasters such as storms, tornados, flooding and other Acts of God;
- 4.1.11 Environmental pollution or contaminated air;
- 4.1.12 Discoloration fading, spotting or staining caused entirely or partly by surface mold, mildew, other fungal growth, algae, organic materials, metallic oxides, or particles, including but not limited to rust or corrosion of any fasteners, dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals, including but not limited to those found in cleaners, pesticides, fertilizers, paints, adhesives, surface treatments;
- 4.1.13 Movement, distortion, collapse or settling of the ground or the supporting structure on which the Products are installed;

- 4.1.14 Fire damage, incl. damage resulting from use of fire extinguishing agents or water, or heat generated by grills, ovens or other household appliances, tools or equipment or glass surfaces reflecting or concentrating light;
- 4.1.15 Damage caused by pests such as insects, rodents or wild or domestic animals and birds.
- 4.2 Natural Variability. The Products are made of natural material (wood), in case of which the natural variability of texture and appearance and the silvering due to UV radiation are inherent characteristics. Changes in the appearance of the Products due to its natural characteristics, aging and intensity of use, incl. but not limited to warping, checking, surface checks, end splits, changes in color, etc. are excluded from the Warranty.

5. **CONDITIONS**

- 5.1 Conditions. This Warranty shall be subject to the following terms and conditions:
 - 5.1.1 Thermory shall have the right to inspect the defects and circumstances of the Products on site within reasonable time considering the location and distance from Thermory's nearest authorized representative thereof prior to any dismantling or repair works of the Products are commenced;
 - 5.1.2 The claimant shall take all reasonable measures to protect the status of the Products and prevent further damage thereto until Thermory has inspected the claimed the damage to the product;
 - 5.1.3 The Products must be stored, transported and installed in accordance with Thermory's manuals and recommendations, failure to comply with Thermory's applicable manuals and recommendations shall invalidate this Warranty;
 - 5.1.4 The Products must be stored, transported and installed in full compliance with any building and certification regulations applicable to the itinerary or installation site of the Products;
 - 5.1.5 The claims must be made in writing to the contacts of Thermory's authorized representative in the U.S. within 14 days after discovery of the damage subject to this Warranty, accompanied by this original Certificate of Warranty, copies of relevant purchase invoices of the Products, a statement describing the damage and photographs depicting the claimed damage.

6. **AUTHORIZED REPRESENTATIVE AND CONTACTS**

- 6.1 Thermory AS hereby authorizes company **Thermory USA** to act as it's distributor concerning all claims associated with this Warranty for the products sold in USA and Canada.
- 6.2 Thermory USA may be contacted at:
1213 Wilmette Avenue; Suite 208
Wilmette, IL 60091

7. **GOVERNING LAW**

This Warranty shall be governed and interpreted by the material law of Estonia, excl. any conflict of law rules.

8. **DISPUTE RESOLUTION**

- 8.1 The parties will try to settle any dispute based on gentlemen's agreement. If no solution can be found, they may agree on setting up a neutral arbiter.
- 8.2 This Warranty has been issued on September 30, 2020.

